

Agreement

between

City of Boston

and



Elderly Commission

July 1, 2005– September 30, 2006

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TABLE OF CONTENTS

ARTICLE 1 - PERSONS COVERED BY THIS AGREEMENT.....	1
ARTICLE 1A - RESIDENCY	1
ARTICLE 2 - NON-DISCRIMINATION.....	2
ARTICLE 3 - PAYROLL DEDUCTION OF UNION DUES.....	2
ARTICLE 3A – COPE DEDUCTIONS	2
ARTICLE 4 - PAYROLL DEDUCTION OF AGENCY SERVICE FEE	3
ARTICLE 5 - MANAGEMENT RIGHTS	3
ARTICLE 6 - DISCIPLINE AND DISCHARGE	3
ARTICLE 7 - GRIEVANCE PROCEDURE	4
ARTICLE 8 - NO-STRIKE CLAUSE	7
ARTICLE 9 - STABILITY AGREEMENT	7
ARTICLE 10 - SENIORITY	8
ARTICLE 11 - HOURS OF WORK AND OVERTIME	8
ARTICLE 12 - TEMPORARY SERVICE IN A LOWER OR HIGHER CLASSIFICATION AND PROMOTIONS.....	10
ARTICLE 13 - LAYOFF AND RECALL	11
ARTICLE 14 - HOLIDAYS	13
ARTICLE 15 - VACATION	14
ARTICLE 16 - SICK LEAVE AND PERSONAL DAYS	15
ARTICLE 17 - OTHER LEAVES OF ABSENCE.....	19
ARTICLE 17A - UNION REPRESENTATION.....	21
ARTICLE 18 - SAFETY AND HEALTH.....	23
ARTICLE 19 - MISCELLANEOUS	24
ARTICLE 19A - EVALUATIONS	26
Evaluation Instrument.....	26
ARTICLE 20 - COMPENSATION	27
ARTICLE 21 - TRAINING.....	36
ARTICLE 22 - EMPLOYER PROVISION OF INFORMATION.....	37
ARTICLE 23 - DURATION	37
APPENDIX A	39

ARTICLE 1 - PERSONS COVERED BY THIS AGREEMENT

Section 1. The City recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of the following employees:

(a) All employees in the service of the City covered by the Recognition Agreement dated July 16, 1996, between the City and the Union for Case No. MCR-4478.

Section 2. Employees shall be excluded from the coverage of this Agreement because of CONFLICT OF INTEREST if the duties and responsibilities of their position require them to:

- (a) assist and act in a confidential capacity to persons who formulate, determine and effectuate management policies in the field of labor relations, or
- (b) be responsible on behalf of the City or a recognized subdivision thereof for the investigation, processing or resolution of grievances under a collective bargaining agreement, or
- (c) regularly engage in municipal personnel work in other than a purely clerical capacity.

This Agreement shall conform in all respects with the provisions of General Laws, Chapter 150E, Section 3.

The City and the Union further agree that the question of standards for determining whether any present or any future position should be deemed a managerial exclusion shall be a matter for continued negotiations after the effective date of this Agreement and, if the parties are unable to agree within ninety (90) days, may be subject to the normal statutory impasse resolution procedures at the request of either party. During the pendency of any such dispute, no person covered by this Agreement on its effective date shall be excluded from such coverage except by mutual agreement.

ARTICLE 1A - RESIDENCY

All members of the bargaining unit hired after July 1, 1990, shall be subject to the terms of the City of Boston Residency Ordinance enacted July 6, 1976 as amended (Ord. 1976, c 9). For the purposes of this Article only, a bargaining unit member's date of hire with the City of Boston shall be used to determine whether he or she is subject to the residency requirement.

In the event the City of Boston negotiates a date of higher than 1990 with any other bargaining unit, during the current round of successor negotiations, the residency date for this bargaining unit shall be changed to this higher date.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. The City and the Union agree not to discriminate against any employee because of race, color, religion, creed, ancestry, national origin, military status, sex, sexual orientation, age, physical or mental disability, parental status, marital status, union activity, and membership or non-membership in the Union.

Section 2. The parties agree that the Municipal Employer will not discriminate in any way against employees on account of political activity or lack thereof. The parties further agree that grievances filed pursuant to this section will be subject to the grievance and arbitration procedure.

Section 3. The Union and the City agree that a policy of non-discrimination by itself may not result in the achievement of equitable representation of minorities, women, or disabled persons. Therefore, the parties acknowledge that there may be a need for the aggressive recruitment and promotion of minorities, women and disabled persons.

Section 4. In any situation where a bargaining unit member has filed a complaint alleging discrimination with the MCAD, EEOC, or in any other legal forum, that employee may not bring a grievance/arbitration pursuant to this agreement.

ARTICLE 3 - PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of Section 17A, Chapter 180, of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by the Mayor on January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

ARTICLE 3A – COPE DEDUCTIONS

Section 1. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form, acceptable to the City and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to the City.

Section 2. The City shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

ARTICLE 4 - PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours, and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, an amount equal to the weekly Union dues deduction from the salary of individual employees, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this agreement is formally executed pursuant to a vote of the majority of all employees in the bargaining unit.

Section 2. The Union agrees to indemnify the City for damages or other financial loss which the City may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the City's compliance with Section 1 of this article.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Subject to the express provisions of this Agreement, the Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of his/her Department.

Section 2. Subcontract Clause. The City reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which he/she is qualified to fill and is eligible to fill under Civil Service law and rules.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. No employee who has completed six (6) months of actual work shall be disciplined, suspended or discharged except for just cause. An employee who appeals his/her suspension or discharge under retirement law, MGL Chapter 151B or any other statutory appeal procedure shall not have access for such grievance under the contract grievance and arbitration procedure.

When an employee who is eligible to appeal his/her grievance under the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with G.L.c. 150E, s8.

In the event of group discipline arising out of the same incident, the dispute shall be processed under the contract grievance and arbitration procedure only for those employees who sign the grievance. Employees not signing the group grievance shall not be permitted to file a separate individual grievance over discipline arising out of the same incident.

Section 2. The Commission agrees to apply the concept of progressive discipline in all but the most serious cases. The Commission recognizes the value of counseling employees regarding performance deficiencies, and shall endeavor to do so.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. Only matters involving the question whether the Municipal Employer has directly violated an express written provision(s) of this Agreement shall constitute grievances under this Article.

Section 2. Grievances shall be processed as follows:

Step #1: The Union steward, with or without the aggrieved employee, and with or without the Union representative, shall present the grievance orally to the aggrieved employee's immediate supervisor outside the bargaining unit. The parties shall attempt to resolve the grievance informally. If they are unable to do so, the Union shall reduce the grievance to writing and present the written grievance to the employee's immediate supervisor outside of the bargaining unit, within twenty-one (21) calendar days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or the grievance shall be waived.

The supervisor shall respond to the grievance in writing within then calendar (10) days of the Union's written submission of the grievance.

Step #2: If the grievance is not settled at Step #1, it shall be presented in writing stating the specific Articles and Sections of the Agreement alleged to have been violated to the appointing authority or his/her representative in the department in which the aggrieved employee serves within ten (10) calendar days of receipt of the supervisor's answer or it shall be waived. The appointing authority or his/her designee shall hold a hearing on the grievance within ten (10) calendar days after he/she received it and shall issue a written answer thereto within ten (10) calendar days after the hearing has been completed.

The absence of a written response by the end of the ten (10) day response period following the hearing conducted at Step #2 shall constitute a lack of settlement at Step #2.

Step #3: If the grievance is not settled at Step #2 the grievance shall be presented in writing stating the specific Articles and Sections of the Agreement alleged to have been violated to the City's Office of Labor Relations within ten (10) calendar days of the union's receipt of the Step #2 answer or it shall be waived. A Step #3 hearing shall be held within fifteen (15) calendar days of the Office of Labor Relations' receipt of the Union's written grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the City's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate. The City shall issue an answer to the grievance within ten (10) calendar days of the Step #3 hearing.

The absence of a written response by the end of the ten (10) day response period following the hearing conducted by the Office of Labor Relations shall constitute a lack of settlement at Step #3.

Step #4: If the grievance is not settled at Step 3, the Union, and not any individual employee, may submit the matter to arbitration stating the specific Articles and Sections of the Agreement alleged to have been violated. Such a submission must be made within thirty (30) calendar days from the last date of the ten (10) day response period for the Step #3 answer following the hearing conducted by the City's Office of Labor Relations or it shall be waived. "Submit to arbitration" means a letter to the Office of Labor Relations, postage prepaid, postmarked within the specified time limits.

Section 3. A grievance asserting a violation of Article 2 relating to political activity may be filed initially at Step #3 but shall follow all other requirements of this Article.

Section 4. All written submissions of grievances shall be not less than triplicate, on forms to be agreed upon jointly, and shall be signed by representatives of the Union filing the grievances. Only if a grievance is specifically settled at any step of the grievance procedure that settlement shall be reduced in writing on the grievance form and signed by the parties.

Section 5. Arbitration.

(a) The procedure for arbitration shall be as follows:

- (1) Within seven (7) calendar days after the Union has submitted a grievance to arbitration, the Union and the Office of Labor Relations shall meet for the purpose of selecting an arbitrator to hear the case. Such meeting may be conducted by telephone.
- (2) The parties shall maintain a list of nine (9) mutually agreed to arbitrators who will serve to hear disputes. An arbitrator shall be selected by mutual agreement. If the parties cannot mutually agree upon the selection of an arbitrator, the parties shall alternatively strike one (1) name from the list (the right to proceed first having been determined in the first instance by lot) until only one (1) name remains, and that person shall be selected as arbitrator.
- (3) Either party shall have the right to remove arbitrators from the list upon giving thirty (30) days notice to the other party, in which case another arbitrator shall, by joint agreement, be added to the list.
- (4) Once an arbitrator is selected, the parties shall meet to contact the arbitrator to schedule an early available date for the hearing, if possible within thirty (30) calendar days. When an arbitrator is called and cannot schedule an acceptable hearing date, the parties shall select another arbitrator pursuant to the selection process set forth in section (2) above.

(b) Either party may submit a post hearing brief which brief shall ordinarily be submitted within thirty (30) calendar days after the close of the hearing. The arbitrator's decision shall ordinarily be issued within thirty (30) days of the due date of the post hearing briefs and said answer shall include

a written explanation of the basis for the decision. These time limits may be waived by mutual agreement.

(c) Expenses for the arbitrator's services shall be shared equally by the parties. Either party may employ a public stenographer at the arbitration proceeding at the expense of the requesting party. If the non-requesting party asks for a transcript, the parties shall share equally in the cost of the stenographer.

(d) The fees and expenses of the arbitrator shall be shared equally by the parties and the decision of the arbitrator shall be final and binding on the parties.

(e) In cases where the question of arbitrability is raised, the parties may mutually agree to bifurcate/separate the case in the interest of a speedy resolution and clarification of the issue. In such cases, the party requesting bifurcation/separation shall give the other side reasonable notice of the request. The hearing on arbitrability shall be conducted according to the American Arbitration Association's rules on expedited arbitration.

(f) Any issue regarding the rules and procedures for arbitration not covered by above shall be subject to the Voluntary Rules of the American Arbitration Association.

Section 6. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of the grievance hereunder.

Section 7. The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 8. Compliance. When an arbitrator award is granted in favor of the Union, that award shall be complied with by the City within thirty (30) calendar days of the date the award was granted, unless the City within thirty (30) calendar days of the date the award was granted, seeks to vacate the award. If the City fails to comply with a monetary award within forty-five (45) days after the date of the award, interest calculated at the rate of 1% above the average savings rate account of three Boston banks agreed to by the parties shall be added unless the award is ultimately vacated by a final court judgment.

If the City does not comply with an award within sixty (60) days after the date of the award, or within sixty (60) days following unsuccessful court proceedings to vacate the award, whichever comes later, the City shall pay all costs and attorneys' fees involved in successfully enforcing the award in court.

Section 9. General Grievances. In the case of a general grievance involving two or more employees, the Union may initiate the processing of such grievances at Step #3 of the procedure set forth above. Said grievance shall be submitted to Step #3 in writing within twenty-one (21) calendar days after an employee or the Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based, or it shall be waived. The union shall not process individual grievances for individuals who could have been part of a group grievance on the same matter.

Section 10. If a grievance is resolved at Steps #1, or #2 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to Step #3, and if necessary arbitration, for a determination of all matters relating to said grievance.

If a grievance is resolved at Step #3 of this procedure, and is not implemented within a reasonable time, the Union may immediately advance the grievance to arbitration, for a determination of all matters relating to said grievance.

Section 11. Upon execution of this Agreement, the Union and the Office of Labor Relations shall meet to consider a panel of arbitrators pursuant to Section 4 above.

Section 12. In recognition of the importance that the parties attach to processing grievances in an expeditious manner, all time limits shall be strictly adhered to. The time limits in the grievance procedure may be extended only by mutual written agreement of the parties.

Section 13. Any grievance involving alleged unlawful discrimination may be submitted directly at Step #3, but shall follow all other requirements of this Article. Any matter or issue filed with the MCAD, EEOC, or any Retirement Board established by law shall not be subject to the grievance and arbitration procedure.

ARTICLE 8 - NO-STRIKE CLAUSE

Section 1. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3. In consideration of the performance by the Union of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damage resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

ARTICLE 9 - STABILITY AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the

parties hereto subsequent to the date of execution of the initial collective bargaining agreement between the Elderly Commission and Union.

Section 2. The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE 10 - SENIORITY

Section 1. For the purposes of this Agreement, "seniority" shall be defined as the total continuous service of an employee with the City of Boston, provided that service prior to an authorized leave of absence or prior to a lay off shall be counted toward total continuous service.

Section 2. With the execution of this agreement, seniority shall be the determining factor for choice of Vacation, choice of break times and lunch times, the filling of vacancies on established, regular work schedules and days off. In the event that the City establishes a new shift within a work unit, the City may fill those shift vacancies regardless of seniority for a period not to exceed thirty (30) days. At the end of that period, the shift must be staffed by employees bidding for those vacancies according to seniority as outlined in this Section. If the vacancies are not filled in this manner, the City may assign employees to vacancies in order of least seniority. If new shifts are established, subsequent shift vacancies shall be filled on the basis of seniority. Seniority rights to a shift vacancy shall be limited to employees in the work unit in which the shift occurs.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. The regular workweek for full time employees shall be 5 days, Monday through Friday.

The regular workday for full time employees shall be 7 hours for a total of 35 hours in a regular workweek.

Employees shall have a designated work reporting location. However, as required by the operational needs of the Department this reporting location may be changed. Except in an emergency situation, employees shall be notified of a change in reporting location 3 calendar days in advance.

Section 2. Time worked over 35 hours up to and including 40 hours shall be compensated at the option of the employer at time and one-half pay or as time-and-a-half compensatory time. All work beyond 40 hours shall be compensated at time and one-half pay.

Section 3. Bargaining unit overtime work shall be distributed as equitably as possible. An employee(s) designated by the Commission to coordinate a Commission special event will be given first opportunity to volunteer for overtime connected to the event. If said employee(s) do not volunteer for said overtime work and, or if additional staff is needed, the Commission agrees to make a reasonable effort consistent with the operational needs of the Commission to distribute such overtime for such events on a voluntary basis.

Volunteers will be asked to work overtime based on the greatest seniority within the Commission. A list will be kept of overtime standing which list will be posted in a conspicuous place. For purposes of overtime standing, overtime refused shall be counted as worked. Overtime standing shall be computed on the basis of instances of overtime opportunities. For purposes of overtime standing, overtime actually worked by designated coordinator(s) will not count toward overtime standing. However, refusal of designated coordinator(s) will count toward overtime standing. If no volunteers are available for overtime work, mandatory overtime may be assigned based on inverse seniority within the Commission. Any mandatory overtime will be credited on the overtime list.

Section 4. In the event an employee reports to their reporting location at his/her scheduled time and is sent home for lack of work, he/she shall be entitled to the compensation they are entitled to receive.

Section 5. All employees shall be provided one 15 (fifteen) minute rest period during each one-half (1/2) workday which single 15 (fifteen) minute rest period may not be subdivided.

All rest periods shall be scheduled and taken around the middle of each one-half (1/2) workday unless otherwise required by the operational needs of the department.

Section 6. Overtime Compensation: authorized overtime shall be compensated as follows:

- a) Call back: If an employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work, he/she shall be paid for each hour worked on a time and one-half basis, and in no event shall he/she receive less than (4) hours pay on a straight time basis.
- b) Holiday: If an employee, whose duties do not require him/her to work regularly on a day considered as a holiday under section 1 of Article 14, is called in to work on a holiday, he/she shall receive, in addition to his/her regular weekly compensation, time and one-half (1/2) for each hour worked on such holiday, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.
- c) Sunday: If an employee whose regular work week does not include Sunday is called into work on a Sunday, he/she shall receive, in addition to his/her regular weekly compensation, double time for each hour worked on such Sunday, and in no event shall he/she receive less than four (4) hours' pay on a straight time basis.
- d) It is understood that the provisions of this Section are subject to the provisions contained in Section 2 of this Article.

Section 7. Employees shall be given reasonable notice of any permanent change in their work schedule. Reasonable notice, except in extreme circumstances shall be fourteen (14) calendar days.

Section 8. The City agrees to expedite the process of payroll and overtime checks, if feasible.

Section 9. Where the Employer elects to compensate an employee with compensatory time, as described in Section 2 above, the employee must use all compensatory time over 35 hours by end of the quarter in which it was earned. Should an employee, for any reason, not use the compensatory

time in excess of 35 hours by the end of the quarter in which it was earned, the Employer shall convert the compensatory time to a monetary payment at the appropriate rate.

ARTICLE 12 - TEMPORARY SERVICE IN A LOWER OR HIGHER CLASSIFICATION AND PROMOTIONS

Section 1. While an employee is performing, pursuant to assignment, the duties of a bargaining unit position classified in a grade lower than the grade of the position in which he/she performs regular service, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs regular service.

Section 2. An employee who is performing, pursuant to assignment, temporary service in a grade higher than the grade of the position in which he/she performs regular service, other than for the purpose of filling in for an employee on vacation, shall, commencing with the sixth consecutive day of actual service be compensated at the rate to which he/she would have been entitled had he/she been promoted to such position. Any remedy based on a grievance filed under this section shall be limited in effect to a period not to exceed five (5) days prior to the date of the grievance in writing.

Section 3. The selection of an employee to perform temporary service shall be made on the basis of qualifications and ability. Where qualifications and ability are substantially equal, seniority, as defined under Section 7 shall be the determining factor. In the event that the senior applicant for the position is not selected, the Appointing Authority shall, upon written request by the Union submit reasons in writing why a senior employee was not selected to fill the position. The Appointing Authority shall be the sole judge of qualifications and ability, provided that such judgment shall not be exercised arbitrarily, capriciously, or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Section 4. In the event the Appointing Authority seeks to fill a vacancy with a promotion in a position covered by this Agreement at its effective date, the following procedure shall apply:

- (a) The vacancy shall be posted for 5 (five) consecutive working days with the Elderly Commission.
- (b) On the poster, the Appointing Authority shall specify the job classifications eligible to fill the position. The poster shall also specify the duties of the position and the designated work reporting location of the position.
- (c) The selection of an employee for promotion shall be made from among the eligible bidders in the manner specified in Section 3 of this Article. Notice of selection shall be posted in the original poster at the time the selection is made.

Section 5. A complaint by an employee who is junior to the employee selected under Section 3 or Section 4 of this Article shall not be a subject of grievance or arbitration.

Section 6. The provisions of this Article shall not apply to bargaining unit positions filled for a period of 6 (six) months or less by an employee in a full or transitional duty capacity after the employee has received, or while the employee is receiving, benefits pursuant to M.G.L.c. 152. If

the employer chooses to fill the position beyond the 6 (six) month period, the posting and selection provisions of this Article shall be applicable. An employee who returns in a transitional duty capacity shall be compensated at a level which is equal in amount to his/her former grade and step.

Section 7.

(a) Seniority shall be as defined in Article 10, except that for purposes of promotion, only service with the Elderly Commission shall be considered.

(b) Vacancy is defined as any opening in positions within the bargaining unit and shall also include the establishment of new classifications of comparable status and the reclassification of existing positions.

ARTICLE 13 - LAYOFF AND RECALL

Section 1. The City and the Union agree that if the City, in its discretion, decides to lay off employees covered by this Agreement, the following procedure shall apply.

Section 2. Definitions.

(a) For purposes of this Article, "seniority" shall be defined as in Article 10, Section 1, with the exception that for purposes of this Article, only Elderly Commission service will be considered.

(b) For purposes of this Article, "layoff" shall be defined as an employer initiated separation of an employee from service because of lack of work, shortage of funds, curtailment of services, elimination of positions, or any other reason except for voluntary separation, separation due to retirement, or separation constituting discipline or discharge under Article 6.

(c) For purposes of this Article, "vacancy" shall be defined as a vacant position which Management intends to fill.

(d) Positions within a cluster are set forth in Appendix A.

Section 3. Order of Layoff. If involuntary layoffs are necessary, employees shall be selected for layoff in each Elderly Commission unit in the bargaining unit according to the following rules:

- (i) employees with less than six months of seniority may be laid off at the discretion of the Commission provided only that such employees shall be laid off prior to layoff of other employees in their Elderly Commission unit in the bargaining unit; (ii) employees with more than six (6) months seniority shall be designated for layoff in inverse order of seniority.

Section 4. Notice. The City and/or Commission shall notify the Union and employees designated for layoff pursuant to Section 3 above, at least ten (10) working days prior to the intended lay off. Notice to an employee shall be complete upon actual notice, except that notice to an employee absent from work shall be complete three calendar days after posting of notice by certified mail, return receipt requested. It is understood that notice to employees who are absent from work due to authorized vacation leave shall be stayed pending such leave. If the notice required by this section

is not provided to both the employee and the Union, the employee shall be paid the difference between the number of days of notice and the required notice.

Notice to employees shall prominently include notice of bumping and recall rights and obligations under this Article.

Section 5. Bumping.

(a) An employee who is designated for layoff pursuant to Section 3 above, may, upon notice pursuant to Section 4 above, exercise the following bumping rights:

Employees can only bump: (1) within their cluster if qualified for the cluster position they wish to bump into; or (2) into a different cluster if they have experience in the Elderly Commission in the position they wish to bump into in that different cluster.

(b) An employee who chooses to exercise the above bumping rights must so notify his/her supervisor within five (5) working days of notice.

Section 6. Recall. An employee who is laid off, or who exercises his/her right to bump pursuant to Section 5a may exercise the following recall rights:

(a) He/she shall be notified by first class mail at his last address known by the Commission of all vacancies in this bargaining unit; prior to filling said vacancies the City shall offer the position to qualified responding employees according to seniority; as defined in Section (a) above.

(b) Only an employee who has notified the City/Commission in writing of his interest in recall prior to his/her layoff or bumping down, and who had included a mailing address, shall be entitled to notice of vacancies. The Union shall be notified of vacancies (by mail) when the employee is notified. To be eligible for recall, an employee must respond affirmatively to his/her department within seventeen (17) calendar days of the postmarked date of the notice, or fourteen (14) calendar days of actual notice, whichever comes first. The above recall rights shall run for two years from date of layoff.

(c) For the purposes of employee benefits, a recalled employee shall be treated as if returning from an authorized leave of absence. An employee who is recalled into a lower graded position shall be placed on the wage step at the lower graded position which is closest in amount but not higher than his/her former grade and step rate.

Section 7. Dispute Resolution. Disputes between the City/ Commission and the Union regarding the meaning or application of this Article shall be resolved by grievance and expedited arbitration. A grievance must be presented in writing to the City's Office of Labor Relations within fifteen (15) calendar days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based, or else it shall be deemed waived. The Union must commence the expedited arbitration procedure of the American Arbitration Association within fifteen (15) calendar days of presentation to the City's Office of Labor Relations, or else it shall be deemed waived.

Section 8. The Commission shall ask the City to make all reasonable effort to ensure that any vacation or sick day buyback to which an employee selected for layoff is entitled shall be paid in the

form of a separate check at the employee's last regular pay check. If a laid off employee elects to withdraw his/her money from the retirement fund, the Commission shall ask the City to make all reasonable efforts to ensure that such money is paid to the employee within thirty (30) calendar days after the employee notifies the retirement fund. The Commission shall ask the City not to require any employee notified of layoff to take his/her earned vacation credits as paid time off.

Section 9. Assuming it is permitted by the Medical insurer, the City shall pay its share of medical insurance for a laid off employee for coverage through the end of the calendar month subsequent to the month of layoff. Assuming it is permitted by the medical insurer, an employee on the recall list may elect to continue his/her medical coverage after the end of the subsequent calendar month by assuming the full cost of the medical insurance payments. In this manner, medical coverage may be continued during the period that an employee retains his/her employee status by remaining on the recall list.

Section 10. For purposes of employee benefits, a recalled employee shall be treated as if coming off an authorized leave of absence.

ARTICLE 14 - HOLIDAYS

Section 1. The following days shall be considered holidays for the purposes enumerated below:

New Year's Day	Bunker Hill Day
Martin Luther King, Jr. Day	Independence Day
Presidents' Day	Labor Day
Evacuation Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Christmas Day	

The above holidays will be observed on the dates established by the promulgated City holiday schedule.

Section 2. If a full-time or part-time employee is not required to work on any of the holidays listed in Section 1 of this Article which falls on his/her regular workday, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls. If in the course of his/her regular service a full-time or part-time employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during an employee's vacation or on his/her regular day off (such as Saturday), he/she shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on a straight-time basis.

Section 3. Notwithstanding any provision of this Agreement to the contrary, the City reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay.

Section 4. In appropriate circumstances, the department head/supervisor may request that an employee who utilized sick leave on the day before or the day after a holiday provide a signed statement from a physician, nurse practitioner, or representative of a health clinic confirming the necessity for such prior to the granting of holiday pay.

ARTICLE 15 - VACATION

Section 1. Subject to the specific provisions of this Article, all Commission employees, except as otherwise provided, must be on the payroll on January 1 to be eligible for vacation leave in the calendar year beginning January 1. Employees hired after January 1 of the calendar year must complete six (6) months of actual work between July 1 and December 31 to be eligible for vacation leave on January 1.

Section 2. Vacation Entitlement. Vacation leave shall be calculated as follows:

- a) A new employee who starts work before July 1 and who actually works for six (6) months shall be entitled to one (1) week of vacation before December 31. An employee who starts work on or after July 1 shall receive one (1) week of vacation upon the completion of six (6) months of actual work. The Appointing Authority in its discretion, may grant an additional week of vacation leave to such employees who were hired after July 1 and who have completed six (6) months of service. Any period or periods during the first six (6) months of actual work for which an employee is not paid (including as little as one day) shall extend the effective date of eligibility. In no event shall the vacation entitlement for such employees exceed that established in 2 (b).
- b) An employee who on January 1 has more than six (6) months of continuous service, but less than four (4) years of service, shall receive two (2) weeks of vacation leave.
- c) An employee who on January 1 has more than four (4) years of service, but less than nine (9) years, shall receive three (3) weeks vacation leave.
- d) An employee who on January 1 has more than nine (9) years of service, but less than fourteen (14) years of service shall receive four (4) weeks of vacation leave.
- e) An employee who on January 1 has more than fourteen (14) years of service shall receive five (5) weeks vacation leave.
- f) An employee who on January 1 has more than thirty (30) years of service shall receive six (6) weeks vacation leave.

Section 3. Any employee returning from an authorized leave of absence shall receive his or her full vacation entitlement only upon the completion of six (6) months of actual regularly scheduled work. Any vacation pursuant to this Section shall be granted in accordance with Section 9 of this Article.

Section 4. For the purpose of determining vacation entitlement in a calendar year, service with the Commonwealth of Massachusetts, the City of Boston, and the County of Suffolk shall be included in computing the length of active service.

Service for the sole purpose of determining vacation eligibility in the preceding year pursuant to Sections 1 and 2 of this Article shall also include up to twelve (12) weeks of any of the following activities:

- a) All paid vacation leave
- b) Up to four (4) weeks paid sick leave
- c) Up to four (4) weeks military leave; and

In addition to the above, up to one (1) year of disability leave (worker's compensation) may be counted toward the length of continuous service.

Section 5. If an employee transfers into the bargaining unit without a break in service subsequent to January 1 in any given year, all prior service, as outline in Section 3, shall be counted in accordance with Section 2 (Vacation Entitlement).

Section 6. Prior to departure on vacation leave, an employee may be advanced vacation pay up to the employee's maximum entitlement under this Article, provided that the amount advanced shall not exceed the vacation scheduled for such period.

Section 7. Vacation leave allowance shall be paid to an employee who separates from City service on the first available MAC (Monthly Additional Compensation) payroll.

Section 8. If the employment of an employee entitled to vacation leave under this Article is terminated by death, said employee's spouse or next of kin shall be paid an amount in lieu of such vacation entitlement. If such employee has no spouse or next of kin, then the employee's vacation leave shall be paid to his/her estate.

Section 9. Vacation shall be taken at such time as, in the opinion of Appointing Authority, will cause the least interference with the regular work of his/her department. Subject to the preceding sentence, vacation leave selection shall be determined by Seniority. Vacation leave may not be carried over from one year to another without the express written authorization of the Commissioner and the Director of Human Resources.

ARTICLE 16 - SICK LEAVE AND PERSONAL DAYS

Section 1. Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Leave shall accrue at the rate of one and one-quarter (1 1/4) day for each month of actual service. Leave not used in the year in which it accrues, together with any accumulated leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof, except in accordance with Section 8 of this Article.

Per calendar year, employees may use up to three (3) of these accumulated leave days as personal days, pursuant to the procedures set forth in Section 11.

Section 2. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless

- (1) the employee has notified his/her immediate supervisor of his/her absence and the cause thereof before the expiration of the first hour of absence;
- (2) on, or within four (4) weeks after the last day of each payroll week in which any such period of absence occurs, the employee or, in case of his/her incapacity evidenced by a physician's certificate attached, or in case of his/her death, a person acting in his/her behalf, has in writing, on a form furnished by the Supervisor of Personnel, requested leave without loss of pay for such period of absence; and
- (3) the appointing authority has approved such request. For periods of absence of five (5) consecutive working days or more, the Appointing Authority may request a signed statement from a physician, nurse practitioner, or other health care provider, confirming the necessity for such absence. In addition, the Appointing Authority may request a letter at reasonable intervals for absences which are occasioned by chronic illness or illnesses.

Section 3. It is expressly understood that participation in the Sick Leave Bank described below does not in any way indicate that bargaining unit members are part of or entitled to any benefits or rights under the City-Wide collective bargaining agreement with SEIU other than the specific rights enumerated below connected with participation in the Sick Leave Bank program.

Until January 1, 1999, employees shall continue in the sick bank established in the mayor's office under the rules and procedures presently in effect for that sick leave bank.

Effective January 1, 1999, bargaining unit employees will be included in the general sick bank for all members of the City and County bargaining units an extended sick leave bank which shall be administered by the Office of Personnel Management, established and utilized according to the following procedures:

- A. To be eligible for membership an employee must have completed his/her initial six-month probationary period and must have voluntarily donated one sick day per year to the sick leave bank. Sick leave donated will not adversely impact the employee's attendance record or sick leave buyback, but will be deducted from accumulated sick leave. The balance in the bank shall be the total number of sick leave days donated less the number of days granted by this Committee.
- B. Enrollment in the sick leave bank will be open from January 1 to January 31 of each year. The Office of Personnel Management will distribute information and authorization forms to employees at least 30 days prior to the enrollment period whenever possible.
- C. The Sick Leave Bank Committee will be responsible for the review of requests for sick leave compensation time to be withdrawn from the sick leave bank. The Committee will be

comprised of three (3) representatives appointed by the City and three (3) representatives appointed by the union. Members of the Committee shall be granted reasonable paid time off pursuant to Article 17A. Providing the balance in the bank is sufficient, the Committee shall have authority to grant up to thirty (30) days of sick leave to an employee per fiscal year (July 1 to June 30), and shall make a determination on each application for additional sick leave within ten (10) working days of receipt of all documentation required by the Committee. The Committee may extend for an additional 30 days the grant of additional sick leave. Decisions of the Committee with respect to eligibility and entitlement shall be final, and shall not be the subject of grievance or arbitration.

- D. Applications for leave to be withdrawn from the sick leave bank must be submitted in writing to the Committee administrator along with a signed statement from the employee's doctor which fulfills the criteria in E(3) below. If the Committee has denied an application for leave, the employee may request, in writing, that the application be reconsidered at a meeting of the Committee at which the employee is present. The Office of Personnel Management shall number each application for leave and shall take other steps to remove any reference to the employee's name from the medical reports or documentation. The Committee, through the Office of Personnel Management may request information from the employee's department which may be relevant to the Committee's deliberations. The Office of Personnel Management and the Committee shall at all times safeguard and shall not unnecessarily disclose or discuss confidential medical information concerning employees who have applied for sick leave. The Office of Personnel Management shall make periodic status reports on the fund balance as needed by the Committee.
- E. The following criteria shall be used by the Committee in awarding sick time from the bank:
1. The employee is eligible by virtue of meeting the criteria in Paragraph A above;
 2. The employee has exhausted all accumulated sick leave and other paid leave (such as vacation leave, personal leave and compensatory time);
 3. The application is accompanied by adequate medical evidence of a serious illness which prevents the employee's immediate return to work.

The Committee may require additional information or documentation prior to making a decision on any application. Sick time from the bank shall be awarded only by a majority vote of the Committee.

Section 4. An employee on leave because of an occupational disability may take such of the sick leave allowance to which he/she is entitled under this Article as, when added to the amount of any disability (worker's compensation), will result in the payment to him/her of his/her full salary for any particular workweek.

Section 5. Up to five (5) days' sick leave credit will be restored to an employee's accumulated sick leave when such employee has used sick leave allowance between the date of injury on the job and date disability (workers') compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability was incurred.

Section 6. An annual report of sick leave shall be made available by request.

Section 7. Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	5 days' pay
1	4 days' pay
2	3 days' pay
3	2 days' pay
4	1 day's pay
5	0 days' pay

The per diem rate shall be the employee's compensation rate on December 31 of any applicable year.

During January the City will notify each qualifying employee of his/her redemption options. An employee may elect to redeem all or part of his/her entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

Section 8. It is agreed that employees who abuse the sick leave provisions of this Agreement shall not be entitled to paid sick leave and shall be subject to disciplinary action in accordance with the provisions of Article 6. The Union agrees to cooperate with the City in dealing with problems related to sick leave.

Section 9. Sick Leave Redemption. Effective July 1, 2004, upon the retirement of an employee pursuant to the regulations of the State/Boston Retirement Board, the City shall redeem 30% of the employee's accrued but unused sick leave.

Section 10. Sick Leave Conversion. Employees who have accumulated fifty (50) days of sick leave and who did not utilize more than three (3) sick days in the preceding calendar year, excluding sick leave redeemed pursuant to Article 16, Section 6, may convert up to nine (9) sick days to vacation days on a three for one (3:1) basis, in a manner to be prescribed by the Office of Personnel Management.

Section 11. Personal Days. Four (4) personal days may be used from the accumulated sick leave balance. These personal days shall not be considered sick leave for City purposes of monitoring sick leave usage. Personal days may not be accumulated, redeemed for monetary payment or carried forward to the following year. Employees shall provide reasonable notice prior to utilizing personal leave days which are of a non-emergency nature.

Where personal days are of an emergency nature, notification of such request shall be made within the first hour of scheduled work. The Appointing Authority in his/her discretion may authorize a personal day with less notice required by this section.

Employees shall utilize personal leave between December 15 and January 2nd only with the approval of the Appointing Authority/designee.

Vacation request shall take precedence over requests for personal days during the holiday period and shall not be unreasonably denied.

ARTICLE 17 - OTHER LEAVES OF ABSENCE

Section 1. Subject to the operating needs of the Elderly Commission, determined by the Appointing Authority, leaves of absence without loss of pay may be permitted for the following reasons:

- (a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who died under other than dishonorable circumstances while serving in the armed forces of the United States in time of war or insurrection;
- (b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31 of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;
- (c) Prophylactic inoculation required by the Municipal Employer;
- (d) Medical examinations for retirement purposes;
- (e) Attendance at hearings in Workers' Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witnesses shall be remitted to the Municipal Employer.
- (f) Attendance at educational programs required or authorized in writing by the City for specified employees.
- (g) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.
- (h) Attendance in court when required (by a subpoena) to testify as a witness in a criminal case where the employee is to testify on matters which occurred during the course of employment for the purpose of filing a complaint against a person for action which took place during the course of employment.

Section 2. Military Leave. Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his/her

annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3. Jury Duty. Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefore, the City will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, will result in the payment to him/her of his/her full salary for any particular workweek.

Section 4. Bereavement Leave. In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, grandparents, grandchild, or other member of the employee's immediate household (for a period of six (6) months or more), an employee with six or more months of continuous active service and who is in active service at the time of such death shall be entitled to receive up to three working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave. An employee with less than six (6) months of service shall be entitled to this time off without pay for the purpose of bereavement.

If an employee requires additional leave for bereavement purposes due to the death of someone specified above, leave for such purposes shall be deducted from sick leave allowance, if any.

If sick leave is used for any bereavement purposes described in this section, it shall not be considered as sick leave for City purposes of monitoring sick leave usage.

Section 5. Pregnancy Maternity. Whenever an employee becomes pregnant, she shall furnish the appointing Authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Parental leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed ten (10) months after delivery.

An employee returning from an authorized parental leave on a full-time basis shall be reinstated to his/her same position or a similar position of equal classification. The City shall endeavor to assign the hours per week similar to those assigned prior to the parental leave.

An employee may request to be reinstated on a part-time basis to his/her same position or a similar position of equal classification, to be decided by the Appointing Authority and with the approval of the Supervisor of Personnel, providing he/she notifies in writing his/her Appointing Authority of his/her intention to assume part-time work four (4) weeks prior to his/her date of return.

An employee who requests to assume part-time work shall not be entitled to his/her former position on a full-time basis. Following one (1) year of employment in a part-time position, the employee shall have the right to resume full-time work, or the Appointing Authority may require the employee to resume a full-time position, providing notice is given by either party four (4) weeks prior to the date of return to full-time work.

In the case of adoption of a child under three (3) years of age, the City shall extend to the employee parental leave pursuant to General Laws Chapter 149, Section 105D, as such statute provided on the date of execution of this Agreement.

One month prior to returning to work, an employee shall provide the Personnel Office with a written statement indicating the expected date of return to work. Prior to returning to work, an employee shall provide the Personnel Office with a statement from her physician indicating when she may resume her duties.

Section 6. Parental Leave. Parental leave without pay shall be granted to an employee, other than leave granted to an employee pursuant to Leave of Absence in Section 5, commencing with cessation of actual work for a period not to exceed ten (10) months. Parental leave will only be granted to an employee who is the primary caregiver of the child. Primary caregiver means that they have full-time responsibility for the care of the child.

Also, subject to the operating needs of the department, an employee shall be granted two (2) weeks of unpaid parental leave to attend the birth, adoption, or care of a new child in the employee's immediate household. The employee may choose to use any accumulated vacation, sick leave and/or other leave time for parental leave purposes. If sick leave is used, it shall not be considered as sick leave for the purposes of sick leave buyback and the managing attendance program.

Section 7. Educational Leave. Subject to the operating needs of the Commission as determined by the Commission, an employee may be entitled to leave of absence without pay or benefits of up to one (1) year for furthering his/her education. Preference for selection of such leaves shall be based on seniority.

Section 8. Medical Leave. Subject to the operating needs of the Commission, an employee shall be granted a maximum of one (1) year for unpaid medical leave upon submission of medical substantiation deemed adequate by the Commission or designee. All requests for medical leave must be approved by the Commission or designee. The employee, upon his/her return to service, shall be placed in the same position he/she left (if available) or a similar position of equal classification.

ARTICLE 17A - UNION REPRESENTATION

Union Business

Section 1. Union Representatives. The Union shall furnish the Office of Labor Relations with a list of elected officials and the capacity in which they serve as well as with a list of the Union stewards for the Elderly Commission. Lists shall be furnished to the Office of Labor Relations as soon as practicable after designation and the Union shall immediately notify the Office of Labor Relations of any changes.

The maximum number of such stewards shall not exceed two (2) for the Elderly Commission.

Section 2. Paid Leave of Absence for Union Business. Release time without loss of pay shall only be considered for the following reasons and shall be subject to the operating needs of the Commission as determined by the employer:

- A. Reasonable time for stewards, as defined in Section 1 above, for the investigation of grievances, representation of employees at departmental hearings, or attendance at meetings of committees authorized by this Agreement. Requests for such leave must be given in writing to the steward's supervisor outside the bargaining unit indicating the date, time and reason for the requested leave. The steward shall provide this request with as much advance notice as is feasible.
- B. Stewards, grievants and witnesses who are scheduled to work at the time of the hearing but are called by the Union to testify at a grievance, arbitration, or Labor Relations Commission hearing. Requests for such leave shall be made in writing at least one week in advance of the hearing or with as much advance notice as is possible, to the Office of Labor Relations, except that with regard to Step 2 grievance hearings, requests in writing shall be made to the Appointing authority/designee. Except for the grievant(s) and one steward, such release time shall be provided on an on-call basis.
- C. Attendance by employees who are delegates or alternates to the annual convention of the Massachusetts State Labor Council. Requests for such leave shall be made in writing to the Office of Labor Relations two (2) weeks in advance of the convention.
- D. Attendance by a maximum of six (6) bargaining unit employees at negotiation sessions with the City for a successor collective bargaining agreement. Requests for such leave shall be made in writing to the Office of Labor Relations at least one week in advance of the first negotiation session.
- E. No more than four (4) hours per month each for no more than two (2) Executive Board members for appropriate meetings. Requests for such leave shall be submitted in writing to the Office of Labor Relations at least one week in advance of the meeting.
- F. Prior to bargaining for a successor collective bargaining agreement, the City shall provide paid release time for up to six (6) bargaining unit members who are scheduled to work at the time of the session, to meet with the City and establish ground rules for the conduct of negotiations. Those ground rules shall include total number of representatives to be granted release time and whether compensatory time off shall be granted when bargaining takes place during non-working hours.

Section 3. Unpaid Leave of Absence for Union Business. Should a member of this bargaining unit be elected to the position of President, Director or Secretary-Treasurer of Local 888, the City shall, upon request, permit him/her leave without pay for the period of such service to the union.

Subject to the operating needs of the Commission, each steward identified in Section 1 shall be entitled to three (3) days' leave without pay, each year for the purpose of attending Union conferences, trainings, and/or conventions. The Union shall provide two (2) weeks' prior notice to the Office of Labor Relations for stewards who seek leave to attend such conference and/or convention.

Section 4. Access to Premises. Representatives of the Union shall be permitted to enter the premises of the Commission at any reasonable time for the purposes of discussing or processing grievances, provided they do not interfere with the performance of duties, and provided that they give notice of their presence immediately upon arrival to the person in charge. Only representatives for this Union shall be granted access to the premises to discuss wages, hours, and conditions of employment regarding persons covered by this Agreement.

ARTICLE 18 - SAFETY AND HEALTH

Section 1. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations, and compliance with federal and state laws governing employee work environments. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's supervisor and shall be a subject of grievance hereunder. (The City's failure to adhere to federal or state laws shall not be the subject of grievance and arbitration.) At the Union's discretion, violation of this Article may be grieved initially at Step 3.

Section 2. Any employee covered by this contract who is sent home because of exposure or suspected exposure to a communicable disease or infection shall not have the resulting absence used against him or her for any present or future disciplinary purpose.

Section 3. Technological Change.

- (a) The Union and the City recognize that there may be adjustments precipitated by the introduction of new technology to the City's workforce. To ease that adjustment, the Union and the City agree to work together during the introduction and planning process. The Union and the Employer recognize that the introduction of technological change should have a positive impact on the quality of work life and job tasks of those who use the new technology.

Both parties recognize that the Union's role is purely advisory, and the City assumes final responsibility and authority.

In accordance with the City's desire to provide for a healthy and safe working environment, the City will make every effort to purchase and maintain quality and well-designed equipment.

The City will provide the Union and employees with prior notification of technological change and will involve the Union and the affected employees in the planning process. The City recognizes the value of work performed by its employees and will make an effort to prevent any undesirable consequences.

(b) TRAINING

Training which shall include instructions in the specific operations, special precaution and safety features, shall be provided during the introduction and implementation of new technology in the work place.

No employee shall be required to work on equipment that he/she has not been trained to operate.

Training shall be conducted by appropriate personnel, and a record of this training shall be maintained by the Commission.

ARTICLE 19 - MISCELLANEOUS

Section 1. Bulletin Boards. Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or inflammatory; nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union authorized violation of this section shall entitle the Municipal Employer to disregard its obligations under this section.

Section 2. Access to Premises. Representatives of the Union shall be permitted to enter the premises of the Elderly Commission at any reasonable time for the purpose of discussing or processing grievances, provided that they do not interfere with the performance of duties, and provided that they give notice of their presence immediately upon arrival to the person in charge.

Section 3. Separability. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 4. Nothing in this Agreement shall prevent the City and the Union from discussing problems of mutual concern at the unit level at any time during the life of this Agreement.

Section 5. Employee Files.

- (a) No material originating from the City derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.
- (b) The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- (c) Any employee shall have the right, on request at reasonable time, to examine all material in his/her personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office, and with a Union representative if requested by the employee. A copy of any such material shall be furnished the employee at his/her request.

Section 6. Insurance Benefits. In the event that the General Court should amend the law to permit collective bargaining concerning the level of group insurance benefits, the Union will be given the opportunity, upon its request, to discuss group insurance benefits, including health and welfare plan, dental plan, optical plan, and life insurance and medical care plans.

Section 7. Access to Premises. Only officials of this Union shall be granted access to the premises to discuss wages, hours and conditions of employment regarding persons covered by this Agreement.

Section 8. Productivity. There shall be formed a productivity committee composed of an equal number of representatives from the Management of the department and the Union. The respective committees shall work together in an effort to improve the delivery of the City services.

The formation of this committee in no way limits the rights of either the Union or the City as stated in this contract or under applicable law.

Section 9. Tuition Reimbursement. If there is no cost to the Commission and if there is no disruption of the operational needs of the Commission, bargaining unit members may participate in the City-wide SEIU tuition reimbursement program, consistent with the terms of that program.

Section 10. Blood Donations. If employees wish to donate blood at a City Hall blood donation event, they shall be released with pay for the period not to exceed two (2) hours necessary to make blood donations.

Section 11. Committees Participation. If a committee exists pursuant to the SEIU Local 888 City-wide agreement with the City; and if the City-Wide Unit designates a member of the separate Elderly Commission bargaining unit as one of its proposed members of that Committee; and if the City, as party to the City-Wide SEIU agreement, accepts that designated Elderly Commission Unit person as a member of the Committee; the Elderly Commission will permit that Commission employee to serve on the Committee in question if such participation does not interfere with the operational needs of the Commission. It is expressly understood that such participation does not in any way indicate the bargaining unit members are part of or are entitled to any benefit or right under the City-wide collective bargaining agreement.

Section 12. Direct Deposit. The Commission agrees to make available direct deposit for bargaining unit members as long as the City maintains a direct deposit program.

Section 13. Joint Labor Management Committee. The parties shall form a Joint Labor Management Committee to discuss the issue of flex schedules/start times.

Section 14. Upgrade and Reclassification Committee. The parties agree to form a Joint Labor Management Committee with the authority to examine job classification issues and to recommend upgrades and reclassification of the following position/titles: the Committee will proactively review:

To be determined, including the consideration of the existing Elderly Commission Re-organization agreement dated January 24, 2002.

The City and the Union may each have up to three (3) members on the Committee. The Committee shall form and commence meeting within ninety (90) days following the execution of this agreement. The Committee shall continue to meet for a maximum of six (6) months following its formation unless the parties mutually agree to continue meeting. The Committee may issue a non-binding recommendation regarding the upgrades and reclassifications, including the consideration to the Elderly Reorganization agreement.

ARTICLE 19A - EVALUATIONS

The City and the Union recognize the importance of improved productivity and performance in order to provide for the optimum level and highest quality of services for the City of Boston. Accordingly, the parties agree to the following Committee for the purpose of implementing and monitoring a performance evaluation system. The parties further agree that performance evaluations shall not serve as a basis for annual step increases nor shall they constitute discipline

Performance Evaluation Committee

1. The City and the Union shall maintain a Committee consisting of three (3) Union and three (3) Employer representatives. This Committee shall monitor the implementation and continued use of the agreed-upon guidelines of a non-arbitrary Performance Evaluation System/Form.
2. The City's Human Resources Training Group shall work with the Committee in the development of a mandatory training program for all supervisors who utilize the PES.
3. Employees shall be evaluation no less than once a year.
4. Should any issues or concerns arise to the execution of this Agreement, either party may request to reconvene the Committee for the purpose of discussing said concerns.

Evaluation Instrument

1. The City and the Union hereby agree to incorporate the PES form entitled "SEIU Local 888 Rating Guide" (Attached hereto) into the Agreement.
2. The PES form shall allow space for an employee to rebut any or all portions of his/her evaluation. The guidelines shall allow a reasonable time for employees to process their rebuttal when they so desire.
3. The parties agree to establish an internal Performance Evaluation Appeal Panel (Panel) comprised of the Director of the Office of Human Resources or his/her designee, the Appointing Authority or his/her designee (excluding the evaluator) and a Union representative. If an employee feels aggrieved by an evaluation, the employee or the Union may file an appeal to the Panel within fifteen (15) calendar days of the employee's receipt of the evaluation or such appeal rights shall be deemed waived. The Panel shall conduct a hearing to determine whether the evaluation was fair, reasonable and/or appropriate. The decision of the Panel and evaluation are not subject to grievance and arbitration.

ARTICLE 20 - COMPENSATION

Effective July 1, 2002, the pay schedule shall be amended as follows:

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ED-1	387.49	403.00	419.10	435.87	453.31	471.43	490.29	509.90	520.10
ED-2	403.00	419.10	435.87	453.31	471.43	490.29	509.90	530.30	540.91
ED-3	419.10	435.87	453.31	471.43	490.29	509.90	530.30	551.49	562.52
ED-4	435.87	453.31	471.43	490.29	509.90	530.30	551.49	573.57	585.03
ED-5	453.31	471.43	490.29	509.90	530.30	551.49	573.57	596.51	608.43
ED-6	471.43	490.29	509.90	530.30	551.49	573.57	596.51	620.36	632.77
ED-7	490.29	509.90	530.30	551.49	573.57	596.51	620.36	645.18	658.08
ED-8	509.90	530.30	551.49	573.57	596.51	620.36	645.18	670.98	684.40
ED-9	530.30	551.49	573.57	596.51	620.36	645.18	670.98	697.83	711.79
ED-10	551.49	573.57	596.51	620.36	645.18	670.98	697.83	725.75	740.27
ED-11	573.57	596.51	620.36	645.18	670.98	697.83	725.75	754.76	769.86
ED-12	596.51	620.36	645.18	670.98	697.83	725.75	754.76	784.96	800.67
ED-13	620.36	645.18	670.98	697.83	725.75	754.76	784.96	816.36	832.68
ED-14	645.18	670.98	697.83	725.75	754.76	784.96	816.36	849.01	865.99
ED-15	670.98	697.83	725.75	754.76	784.96	816.36	849.01	882.97	900.63

The anniversary date for employees hired after the execution of this Agreement shall be their date of hire. All step increases shall occur in accordance with the City of Boston 1963 Compensation Plan.

Effective July 1, 2003, the pay schedule shall be amended as follows:

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ED-1	395.24	411.06	427.48	444.59	462.38	480.86	500.10	520.10	530.50
ED-2	411.06	427.48	444.59	462.38	480.86	500.10	520.10	540.91	551.73
ED-3	427.48	444.59	462.38	480.86	500.10	520.10	540.91	562.52	573.77
ED-4	444.59	462.38	480.86	500.10	520.10	540.91	562.52	585.04	596.73
ED-5	462.38	480.86	500.10	520.10	540.91	562.52	585.04	608.44	620.60
ED-6	480.86	500.10	520.10	540.91	562.52	585.04	608.44	632.77	645.43
ED-7	500.10	520.10	540.91	562.52	585.04	608.44	632.77	658.08	671.24
ED-8	520.10	540.91	562.52	585.04	608.44	632.77	658.08	684.40	698.09
ED-9	540.91	562.52	585.04	608.44	632.77	658.08	684.40	711.79	726.03
ED-10	562.52	585.04	608.44	632.77	658.08	684.40	711.79	740.27	755.08
ED-11	585.04	608.44	632.77	658.08	684.40	711.79	740.27	769.86	785.26
ED-12	608.44	632.77	658.08	684.40	711.79	740.27	769.86	800.66	816.68
ED-13	632.77	658.08	684.40	711.79	740.27	769.86	800.66	832.69	849.33
ED-14	658.08	684.40	711.79	740.27	769.86	800.66	832.69	865.99	883.31
ED-15	684.40	711.79	740.27	769.86	800.66	832.69	865.99	900.63	918.64

The anniversary date for employees hired after the execution of this Agreement shall be their date of hire. All step increases shall occur in accordance

Effective July 1, 2004, the pay schedule shall be amended as follows:

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ED-1	405.12	421.34	438.17	455.70	473.94	492.88	512.60	533.10	543.76
ED-2	421.34	438.17	455.70	473.94	492.88	512.60	533.10	554.43	565.52
ED-3	438.17	455.70	473.94	492.88	512.60	533.10	554.43	576.58	588.11
ED-4	455.70	473.94	492.88	512.60	533.10	554.43	576.58	599.67	611.65
ED-5	473.94	492.88	512.60	533.10	554.43	576.58	599.67	623.65	636.12
ED-6	492.88	512.60	533.10	554.43	576.58	599.67	623.65	648.59	661.57
ED-7	512.60	533.10	554.43	576.58	599.67	623.65	648.59	674.53	688.02
ED-8	533.10	554.43	576.58	599.67	623.65	648.59	674.53	701.51	715.54
ED-9	554.43	576.58	599.67	623.65	648.59	674.53	701.51	729.58	744.18
ED-10	576.58	599.67	623.65	648.59	674.53	701.51	729.58	758.78	773.96
ED-11	599.67	623.65	648.59	674.53	701.51	729.58	758.78	789.11	804.89
ED-12	623.65	648.59	674.53	701.51	729.58	758.78	789.11	820.68	837.10
ED-13	648.59	674.53	701.51	729.58	758.78	789.11	820.68	853.51	870.56
ED-14	674.53	701.51	729.58	758.78	789.11	820.68	853.51	887.64	905.39
ED-15	701.51	729.58	758.78	789.11	820.68	853.51	887.64	923.15	941.61

The anniversary date for employees hired after the execution of this Agreement shall be their date of hire. All step increases shall occur in accordance with the City of Boston 1963 Compensation Plan. with the City of Boston 1963 Compensation Plan.

Effective October, 1, 2005 the pay schedule shall be amended as follows:

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ED-1	415.25	431.87	449.12	467.09	485.79	505.20	525.42	546.43	557.35
ED-2	431.87	449.12	467.09	485.79	505.20	525.42	546.43	568.29	579.66
ED-3	449.12	467.09	485.79	505.20	525.42	546.43	568.29	590.99	602.81
ED-4	467.09	485.79	505.20	525.42	546.43	568.29	590.99	614.66	626.94
ED-5	485.79	505.20	525.42	546.43	568.29	590.99	614.66	639.24	652.02
ED-6	505.20	525.42	546.43	568.29	590.99	614.66	639.24	664.80	678.11
ED-7	525.42	546.43	568.29	590.99	614.66	639.24	664.80	691.39	705.22
ED-8	546.43	568.29	590.99	614.66	639.24	664.80	691.39	719.05	733.43
ED-9	568.29	590.99	614.66	639.24	664.80	691.39	719.05	747.82	762.78
ED-10	590.99	614.66	639.24	664.80	691.39	719.05	747.82	777.75	793.31
ED-11	614.66	639.24	664.80	691.39	719.05	747.82	777.75	808.84	825.01
ED-12	639.24	664.80	691.39	719.05	747.82	777.75	808.84	841.20	858.03
ED-13	664.80	691.39	719.05	747.82	777.75	808.84	841.20	874.85	892.32
ED-14	691.39	719.05	747.82	777.75	808.84	841.20	874.85	909.83	928.02
ED-15	719.05	747.82	777.75	808.84	841.20	874.85	909.83	946.23	965.15

The anniversary date for employees hired after the execution of this Agreement shall be their date of hire. All step increases shall occur in accordance with the City of Boston 1963 Compensation Plan.
with the City of Boston 1963 Compensation Plan.

Effective June 30, 2006 the pay schedule shall be amended as follows:

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ED-1	419.40	436.19	453.61	471.76	490.65	510.25	530.67	551.89	562.92
ED-2	436.19	453.61	471.76	490.65	510.25	530.67	551.89	573.97	585.46
ED-3	453.61	471.76	490.65	510.25	530.67	551.89	573.97	596.90	608.84
ED-4	471.76	490.65	510.25	530.67	551.89	573.97	596.90	620.81	633.21
ED-5	490.65	510.25	530.67	551.89	573.97	596.90	620.81	645.63	658.54
ED-6	510.25	530.67	551.89	573.97	596.90	620.81	645.63	671.45	684.89
ED-7	530.67	551.89	573.97	596.90	620.81	645.63	671.45	698.30	712.27
ED-8	551.89	573.97	596.90	620.81	645.63	671.45	698.30	726.24	740.76
ED-9	573.97	596.90	620.81	645.63	671.45	698.30	726.24	755.30	770.41
ED-10	596.90	620.81	645.63	671.45	698.30	726.24	755.30	785.53	801.24
ED-11	620.81	645.63	671.45	698.30	726.24	755.30	785.53	816.93	833.26
ED-12	645.63	671.45	698.30	726.24	755.30	785.53	816.93	849.61	866.61
ED-13	671.45	698.30	726.24	755.30	785.53	816.93	849.61	883.60	901.24
ED-14	698.30	726.24	755.30	785.53	816.93	849.61	883.60	918.93	937.30
ED-15	726.24	755.30	785.53	816.93	849.61	883.60	918.93	955.69	974.80

The anniversary date for employees hired after the execution of this Agreement shall be their date of hire. All step increases shall occur in accordance with the City of Boston 1963 Compensation Plan.
with the City of Boston 1963 Compensation Plan.

Effective September 30, 2006 the pay schedule shall be amended as follows:

Salary Plan & Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
ED-1	421.50	438.37	455.88	474.12	493.10	512.80	533.32	554.65	565.73
ED-2	438.37	455.88	474.12	493.10	512.80	533.32	554.65	576.84	588.39
ED-3	455.88	474.12	493.10	512.80	533.32	554.65	576.84	599.88	611.88
ED-4	474.12	493.10	512.80	533.32	554.65	576.84	599.88	623.91	636.38
ED-5	493.10	512.80	533.32	554.65	576.84	599.88	623.91	648.86	661.83
ED-6	512.80	533.32	554.65	576.84	599.88	623.91	648.86	674.81	688.31
ED-7	533.32	554.65	576.84	599.88	623.91	648.86	674.81	701.79	715.83
ED-8	554.65	576.84	599.88	623.91	648.86	674.81	701.79	729.87	744.46
ED-9	576.84	599.88	623.91	648.86	674.81	701.79	729.87	759.08	774.26
ED-10	599.88	623.91	648.86	674.81	701.79	729.87	759.08	789.46	805.25
ED-11	623.91	648.86	674.81	701.79	729.87	759.08	789.46	821.01	837.43
ED-12	648.86	674.81	701.79	729.87	759.08	789.46	821.01	853.86	870.94
ED-13	674.81	701.79	729.87	759.08	789.46	821.01	853.86	888.02	905.75
ED-14	701.79	729.87	759.08	789.46	821.01	853.86	888.02	923.52	941.99
ED-15	729.87	759.08	789.46	821.01	853.86	888.02	923.52	960.47	979.67

The anniversary date for employees hired after the execution of this Agreement shall be their date of hire. All step increases shall occur in accordance with the City of Boston 1963 Compensation Plan. with the City of Boston 1963 Compensation Plan.

The following pay grades shall apply to bargaining unit positions as specified below:

ED - 1

Office Clerk

ED - 2

ED - 3

Data Entry Clerk

Fiscal Administrative Assistant

Fiscal Contract Monitor

Receptionist

SHINE Assistant

ED - 4

ED - 5

Community Service Advocate

Information and Referral Advocate

Secretary

Secretary (Health Unit)

ED - 6

Effective July, 1998, Community Service Advocate, as specified in side letter agreement

ED - 7

Administrative Assistant (Area Agency on Aging)

Elder Housing Advocate

Taxi Coupon Monitor

ED - 8

ED - 9

Benefits Specialist

Bilingual Specialist

Health Service Advocate (Dental)

Health Service Advocate (Hearing)

Health Service Advocate (Blood Pressure)

Health Service Advocate (Vision)

Health and Fitness Advocate

ED - 10

Contracts Specialist

Grants Manager

Legislative Liaison

Program Monitor

ED - 11

ED - 12

Fleet Maintenance Manager
Program Monitor Supervisor

ED - 13

City Meals on Wheels Coordinator
Editor
Public Relations Coordinator

ED - 14

Grants Liaison

ED - 15

Coordinator (Area Agency on Aging)
Coordinator Field Services
Coordinator Health Services
Office Manager
Retired Senior Volunteer Program Director
Scheduling Manager
Senior AIDES Director
Senior Companion Director
Special Assistant, Health & Housing

Section 2. Mileage. Effective upon execution of this agreement, the mileage allowance shall be thirty-one cents (\$.31) per mile for duly authorized employees who utilize their personal vehicle to perform Commission business.

Section 3. Health Insurance. The City's contribution to group hospitalization premiums shall be as follows:

- a. 75% of total monthly premium for the indemnity plan selected by the employer, including Blue Cross - Blue Shield Master Medical or equivalent coverage;
- b. 90% of the total monthly premium for all approved and authorized health maintenance organizations.

Should the City develop an RFP for an indemnity plan other than BC/BS Master Medical, it shall meet with the union in advance of the advertisement of said RFP. The meetings shall be for the purpose of soliciting comments and suggestions from the union prior to finalizing the RFP. The union shall be furnished a copy of the finalized RFP.

Section 4. Promotional Raises. Effective upon execution of this agreement, no employee shall lose pay upon promotion (e.g., when promoted from a position to which he/she had been provisionally promoted); nor shall any employee receive an increase in pay upon promotion of less than ten dollars (\$10) unless a \$10 increase

would raise that employee's salary higher than the highest step in the grade to which he/she has been promoted, in which case the employee shall go to the highest step in such grade.

Section 5. Emergency/Temporary Employees. Effective upon execution of this agreement, emergency and/or temporary employees in bargaining unit positions employed by the Commission shall receive, to the extent applicable, the benefits of the side letter agreed to in 1987 between SEIU and the City of Boston.

Section 6. Overtime Pay and Travel Reimbursement. The Commission shall endeavor to make overtime payments and travel reimbursement payments as soon as reasonably practicable.

Section 7. Dental/Vision Plan. The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental vision plan for its employees subject to the following terms:

- a. Effective January 1, 2001, the City shall commence contributions, not to exceed \$10.44 per week per eligible employee to the Fund.
- b. Effective July 1, 2001, the dental/vision plan shall be available to eligible employees.
- c. No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article 7 (Grievance Procedure) of the collective bargaining agreement.

ARTICLE 21 - TRAINING

There shall be a joint labor/management committee composed of two representatives of the Union, two from management to meet annually to assess training needs of bargaining unit employees necessary to provide the appropriate services of the Commission.

ARTICLE 22 - EMPLOYER PROVISION OF INFORMATION

Section 1. The City shall be required to provide the Union with the following information, if feasible, for bargaining unit employees:

- (a) Every four (4) months, a list of all employees new to the bargaining unit, date of employment, classification, grade level, source of funding.
- (b) Every six (6) months, a list of all employees who have been terminated.
- (c) A list of employees by title listed within each title in order of date of employment. Such lists shall be updated every year.

The City shall provide to the Union upon request, no more than three (3) times a year, a position control summary for the Elderly Commission.

ARTICLE 23 - DURATION

Except as otherwise provided herein, this Agreement shall take effect as of the date of execution and shall continue in force to and including Midnight on September 30, 2006 but in no event thereafter except by mutual agreement of the parties. On or after February 1, 2006, the Union or the City may notify the other of the terms of and provisions it desires in a successor Agreement. The parties shall proceed forthwith to negotiate with respect thereto. Notification under this Section shall be accomplished by the Union delivering a copy of its proposals to the Office of Labor Relations or vice versa.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on the ____ day of _____, 2005.

FOR THE CITY OF BOSTON

FOR SEIU LOCAL 888

By _____
Thomas M. Menino, Mayor

Susana Segat
President

Date: _____

Dennis A. DiMarzio
Chief Operating Officer

Gail Nicholson
Secretary Treasurer

Lisa C. Signori
Chief Financial Officer

Eliza Greenberg, Commissioner
Elderly Commission

Joseph A. Sarno, Acting Director
Office of Labor Relations

Vivian Leonard, Director
Office of Human Resources

APPROVED AS TO FORM:

Merita A. Hopkins
Corporation Counsel

Date: _____

APPENDIX A

Clusters pursuant to Article 13, Section 2, part (d)

1C - Administrative Clerical

Administrative Assistant to Health Unit
Data Entry Clerk
Office Clerk
Receptionist

1F - Administrative Finance

Fiscal Administrative Assistant
Fiscal Contract Monitor
Grant Manager
Taxi Coupon Monitor
Office Manager

2 - Field Services

Benefits Specialist
Bilingual Specialist
Community Service Advocate
Coordinator of Field Services
Elder Housing Advocate
Information and Referral Advocate
SHINE Assistant

3 - Health Services

Health Service Advocate (Dental)
Health Service Advocate (Blood Pressure)
Health Service Advocate (Hearing)
Health Service Advocate (Vision)
Health and Fitness Advocate
Health and Fitness Coordinator
Coordinator of Health Services

4 - Assistant to Management

Administrative Assistant (AAA)
Assistant to Field Services
Fleet Maintenance Manager
Grants Liaison
Special Assistant Health and Housing
Scheduling Manager

5 - AAA

Coordinator City Meals on Wheels

Legislative Liaison

Program Monitor

Coordinator AAA

Program Monitor Supervisor

6 - Employment and Volunteer

Editor

RSVP Director

Senior Aides Director

Senior Companion Director

-

SIDE LETTER OF AGREEMENT

Between

CITY OF BOSTON

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888,
ELDERLY COMMISSION UNIT

This Agreement is made under Chapter 150E of the General Laws, by and between the City of Boston ("City") and the City of Boston Elderly Commission Bargaining Unit of Local 888, Service Employees International Union, AFL-CIO ("SEIU" or "Union").

1. Effective August 1, 2006, the City shall upgrade all bargaining unit members employed in positions graded at salary grade 6 or lower by one (1) salary grade (within the \$10 rule)
2. Effective September 30, 2006, the City shall eliminate step 1 in all grades on the salary scale for SEIU Local 888 Elderly Commission bargaining unit members. Any bargaining unit member employed at Step 1 on September 30, 2006 shall be placed at Step 2 of the same salary grade. This placement shall not adversely affect their movement to the next step.
3. Effective September 30, 2006, the City shall create a new full step 4% above the previous top step at the top of the salary scale for the SEIU Local 888 Boston Elderly Commission bargaining unit members.

Date: _____

Date: _____

JOINT SIDE LETTER OF AGREEMENT

Between

CITY OF BOSTON

AND

LOCAL 888 SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

This Agreement is made under Chapter 150E of the General Laws, by and between the City of Boston, (“the City”) and Local 888, Service Employees International Union, AFL-CIO (“SEIU” or “Union”). This Agreement shall jointly apply to all SEIU Local 888 bargaining units within the City of Boston.

The City of Boston and SEIU agree to create and administer a housing trust fund to assist lower paid SEIU employees with the high cost of housing in the City of Boston.

The parties shall make every effort to allow lower paid SEIU members employed by the Public Health Commission and by the Boston School Department to participate in the Housing Trust Fund established hereunder. The participation of said employees shall depend on the parties’ determination as to whether such participation is lawful, if such impediment exists.

Upon execution of the trust fund document by the parties, the City shall make a one-time contribution of five hundred thousand (\$500,000) dollars to establish the trust fund.

Thereafter, during the life of the trust, the City shall provide further contributions to the trust fund, equal to 5¢ per hour worked per employee.

SEIU and the City shall jointly administer the trust fund subject to a trust agreement to be executed by the parties.

The parties agree to create a joint committee to negotiate the rules by which the trust fund shall be administered (for example, the beneficiaries of the trust fund and the nature and extent of the benefit(s) bestowed).

The parties agree that only employees who must and/or actually reside within the City of Boston benefit from the housing trust fund.

INDEX

Access to premises	24, 26	No-strike clause	7
Adoption	22	Overtime	8
Agency service fee	2	Overtime compensation	9
Appendix A	40	Overtime pay	37
Arbitration	5	Parental leave.....	21, 22
Arbitration procedure.....	5	Performance Evaluation	27
Bereavement leave.....	21	Performance evaluations.....	27
Blood donations	26	Personal days.....	19
Bumping	13	Pregnancy	21
Clusters	40	Promotional raises	36
Committees	26	Recall	13
Compensation	29	Redemption of sick leave	19
Conflict of interest.....	1	Residency	1
Direct Deposit	26	Rest period	9
Discipline and discharge.....	3	Safety and health	24
Discrimination complaints	2	Seniority	8
Duration of contract	38	Separability	25
Education leave.....	22	Sick leave	16
Emergency/temporary employees	37	Sick leave bank.....	17
Employee files.....	25	Sick leave conversion.....	19
Employer provision of information	38	Stability agreement.....	7
General grievances.....	6	Stewards	22
Grievance procedure	4	Technological change.....	24
Health insurance	36	Temporary service in higher/lower.....	10
Holidays	14	Training	24
Hours of work	8	Training committee.....	37
Insurance benefits.....	26	Travel reimbursement.....	37
Job posting	10	Tuition reimbursement.....	26
Jury duty	21	Union business	22
Layoff	12	Union business leave	23
Leaves of Absence.....	20	Union dues deduction	2
Longevity program	37	Union representation	22
Management rights	3	Union representatives	22
Medical leave	22	Vacation	15
Mileage	36	Vacation pay	16
Military leave	21	Wage scales	29
Non-discrimination	1		